

Conference Engrossed

**FILED**

**JANICE K. BREWER  
SECRETARY OF STATE**

State of Arizona  
Senate  
Forty-eighth Legislature  
First Regular Session  
2007

CHAPTER 231

## **SENATE BILL 1255**

AN ACT

AMENDING SECTIONS 33-1314, 33-1321, 33-1341 AND 33-1343, ARIZONA REVISED  
STATUTES; RELATING TO THE ARIZONA RESIDENTIAL LANDLORD AND TENANT ACT.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 33-1314, Arizona Revised Statutes, is amended to  
3 read:

4 33-1314. Terms and conditions of rental agreement

5 A. The landlord and tenant may include in a rental agreement terms and  
6 conditions not prohibited by this chapter or any other rule of law including  
7 rent, term of the agreement and other provisions governing the rights and  
8 obligations of the parties.

9 B. In the absence of a rental agreement, the tenant shall pay as rent  
10 the fair rental value for the use and occupancy of the dwelling unit.

11 C. Rent shall be payable without demand or notice at the time and  
12 place agreed upon by the parties. Unless otherwise agreed, rent is payable  
13 at the dwelling unit and periodic rent is payable at the beginning of any  
14 term of one month or less and otherwise in equal monthly installments at the  
15 beginning of each month. Unless otherwise agreed, rent shall be uniformly  
16 apportionable from day-to-day.

17 D. Unless the rental agreement fixes a definite term, the tenancy  
18 shall be week-to-week in case of a roomer who pays weekly rent, and in all  
19 other cases month-to-month.

20 E. If a municipality that levies a transaction privilege tax on  
21 residential rent changes the percentage of that tax, the landlord on thirty  
22 ~~day~~ DAYS' written notice to the tenant may adjust the amount of rent due to  
23 equal the difference caused by THE new percentage amount of THE tax. The  
24 adjustment to rent shall not occur before the date upon which the new tax is  
25 effective. In order for a landlord to adjust rent pursuant to this  
26 subsection, the landlord's right to adjust rent pursuant to this subsection  
27 shall be disclosed in the rental agreement.

28 F. NOTWITHSTANDING SECTION 14-3911, THE LANDLORD MAY REQUEST AND THE  
29 TENANT MAY PROVIDE AND ROUTINELY UPDATE THE NAME AND CONTACT INFORMATION OF A  
30 PERSON WHO IS AUTHORIZED BY THE TENANT TO ENTER THE TENANT'S DWELLING UNIT TO  
31 RETRIEVE AND STORE THE TENANT'S PROPERTY IF THE TENANT DIES. IF THE LANDLORD  
32 IS UNABLE TO CONTACT THE AUTHORIZED PERSON AT THE ADDRESS AND TELEPHONE  
33 NUMBER PROVIDED TO THE LANDLORD BY THE TENANT OR THE AUTHORIZED PERSON FAILS  
34 TO RESPOND TO THE LANDLORD'S REQUEST WITHIN TEN DAYS OF INITIAL WRITTEN  
35 CONTACT, THE LANDLORD MAY DISPOSE OF THE PROPERTY AS PRESCRIBED IN SECTION  
36 33-1370. BEFORE REMOVING ANY OF THE TENANT'S PERSONAL PROPERTY, THE  
37 AUTHORIZED PERSON SHALL PRESENT TO THE LANDLORD A VALID GOVERNMENT ISSUED  
38 IDENTIFICATION THAT CONFIRMS THE IDENTITY OF THE AUTHORIZED PERSON. THE  
39 AUTHORIZED PERSON SHALL HAVE TWENTY DAYS FROM THE DATE OF INITIAL WRITTEN  
40 CONTACT BY THE LANDLORD OR THE LAST DATE FOR WHICH RENT IS PAID, WHICHEVER IS  
41 LONGER, TO REMOVE ITEMS FROM THE RENTAL PROPERTY AND RETURN KEYS TO THE  
42 LANDLORD DURING REGULAR BUSINESS HOURS. IF THE LANDLORD ALLOWS AN AUTHORIZED  
43 PERSON TO ENTER THE PROPERTY TO REMOVE THE TENANT'S PERSONAL POSSESSIONS AS  
44 PRESCRIBED BY THIS SUBSECTION, THE LANDLORD HAS NO FURTHER LIABILITY TO THE  
45 TENANT, THE TENANT'S ESTATE OR THE TENANT'S HEIRS FOR LOST, DAMAGED OR STOLEN

1 ITEMS. IF THE TENANT'S PERSONAL PROPERTY IS NOT ENTIRELY REMOVED FROM THE  
2 RENTAL UNIT BY AN AUTHORIZED PERSON, THE LANDLORD MAY DISPOSE OF THE PROPERTY  
3 AS PRESCRIBED IN SECTION 33-1370. THIS SUBSECTION SHALL ONLY APPLY IF THE  
4 PERIODIC RENT IS UNPAID AND OUTSTANDING FOR AT LEAST FIVE DAYS.

5 Sec. 2. Section 33-1321, Arizona Revised Statutes, is amended to read:

6 33-1321. Security deposits

7 A. A landlord shall not demand or receive security, however  
8 denominated, including, but not limited to, prepaid rent in an amount or  
9 value in excess of one and one-half month's rent. This subsection does not  
10 prohibit a tenant from voluntarily paying more than one and one-half month's  
11 rent in advance.

12 B. The purpose of all nonrefundable fees or deposits shall be stated  
13 in writing by the landlord. Any fee or deposit not designated as  
14 nonrefundable shall be refundable.

15 C. With respect to tenants who first occupy the premises or enter into  
16 a new written rental agreement after January 1, 1996, upon move in a landlord  
17 shall furnish the tenant with a signed copy of the lease, a move-in form for  
18 specifying any existing damages to the dwelling unit and written notification  
19 to the tenant that the tenant may be present at the move-out  
20 inspection. Upon request by the tenant, the landlord shall notify the tenant  
21 when the landlord's move-out inspection will occur. If the tenant is being  
22 evicted for a material and irreparable breach and the landlord has reasonable  
23 cause to fear violence or intimidation on the part of the tenant, the  
24 landlord has no obligation to conduct a joint move-out inspection with the  
25 tenant.

26 D. Upon termination of the tenancy, property or money held by the  
27 landlord as prepaid rent and security may be applied to the payment of all  
28 rent, and subject to a landlord's duty to mitigate, all charges as specified  
29 in the signed lease agreement, or as provided in this chapter, including the  
30 amount of damages which the landlord has suffered by reason of the tenant's  
31 noncompliance with section 33-1341. Within fourteen days, excluding  
32 Saturdays, Sundays or other legal holidays, after termination of the tenancy  
33 and delivery of possession and demand by the tenant the landlord shall  
34 provide the tenant an itemized list of all deductions together with the  
35 amount due and payable to the tenant, if any. Unless other arrangements are  
36 made in writing by the tenant, the landlord shall mail THE ITEMIZED LIST AND  
37 ANY AMOUNT DUE, by ~~regular~~ FIRST CLASS mail, to the tenant's last known place  
38 of residence.

39 E. If the landlord fails to comply with subsection D of this section  
40 the tenant may recover the property and money due the tenant together with  
41 damages in an amount equal to twice the amount wrongfully withheld.

42 F. This section does not preclude the landlord or tenant from  
43 recovering other damages to which the landlord or tenant may be entitled  
44 under this chapter.

1 G. DURING THE TERM OF TENANCY THE LANDLORD MAY USE REFUNDABLE SECURITY  
2 DEPOSITS OR OTHER REFUNDABLE DEPOSITS IN ACCORDANCE WITH ANY APPLICABLE  
3 PROVISIONS OF THE PROPERTY MANAGEMENT AGREEMENT. AT THE END OF TENANCY, ALL  
4 REFUNDABLE DEPOSITS SHALL BE REFUNDED TO THE TENANT PURSUANT TO THIS SECTION.

5 ~~G.~~ H. The holder of the landlord's interest in the premises at the  
6 time of the termination of the tenancy is bound by this section.

7 Sec. 3. Section 33-1341, Arizona Revised Statutes, is amended to read:

8 33-1341. Tenant to maintain dwelling unit

9 The tenant shall:

10 1. Comply with all obligations primarily imposed upon tenants by  
11 applicable provisions of building codes materially affecting health and  
12 safety.

13 2. Keep that part of the premises that he occupies and uses as clean  
14 and safe as the condition of the premises permit.

15 3. Dispose from his dwelling unit all ashes, rubbish, garbage and  
16 other waste in a clean and safe manner.

17 4. Keep all plumbing fixtures in the dwelling unit or used by the  
18 tenant as clean as their condition permits.

19 5. Use in a reasonable manner all electrical, plumbing, sanitary,  
20 heating, ventilating, air-conditioning and other facilities and appliances  
21 including elevators in the premises.

22 6. Not deliberately or negligently destroy, deface, damage, impair or  
23 remove any part of the premises or knowingly permit any person to do so.

24 7. Conduct himself and require other persons on the premises with his  
25 consent to conduct themselves in a manner that will not disturb his  
26 neighbors' peaceful enjoyment of the premises.

27 8. THE TENANT SHALL NOTIFY THE LANDLORD OF ANY SITUATION OR OCCURRENCE  
28 THAT REQUIRES THE LANDLORD TO PROVIDE MAINTENANCE, MAKE REPAIRS OR OTHERWISE  
29 REQUIRES THE LANDLORD TO TAKE ACTION AS PRESCRIBED IN SECTION 33-1324.

30 Sec. 4. Section 33-1343, Arizona Revised Statutes, is amended to read:

31 33-1343. Access

32 A. The tenant shall not unreasonably withhold consent to the landlord  
33 to enter into the dwelling unit in order to inspect the premises, make  
34 necessary or agreed repairs, decorations, alterations or improvements, supply  
35 necessary or agreed services or exhibit the dwelling unit to prospective or  
36 actual purchasers, mortgagees, tenants, workmen or contractors.

37 B. IF THE TENANT NOTIFIES THE LANDLORD OF A SERVICE REQUEST OR A  
38 REQUEST FOR MAINTENANCE AS PRESCRIBED IN SECTION 33-1341, PARAGRAPH 8, THE  
39 NOTICE FROM THE TENANT CONSTITUTES PERMISSION FROM THE TENANT FOR THE  
40 LANDLORD TO ENTER THE DWELLING UNIT PURSUANT TO SUBSECTION D OF THIS SECTION  
41 FOR THE SOLE PURPOSE OF ACTING ON THE SERVICE OR MAINTENANCE REQUEST.

42 ~~B.~~ C. The landlord may enter the dwelling unit without consent of the  
43 tenant in case of emergency.

1        ~~C.~~ D. The landlord shall not abuse the right to access or use it to  
2 harass the tenant. Except in case of emergency or if it is impracticable to  
3 do so, the landlord shall give the tenant at least two days' notice of ~~his~~  
4 THE LANDLORD'S intent to enter and enter only at reasonable times.

5        ~~D.~~ E. The landlord has no other right of access except by court order  
6 and as permitted by sections 33-1369 and 33-1370, or if the tenant has  
7 abandoned or surrendered the premises.

APPROVED BY THE GOVERNOR MAY 24, 2007.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 24, 2007.